

## TERMS AND CONDITIONS

Welcome to our Site. Please read the following Website Terms and Conditions carefully (including our Privacy Policy) (collectively “Website Conditions”) before using this Site and/or the Services (both defined below), so that you are aware of your legal rights and obligations with respect to Human Capital (Singapore) Pte Ltd, or “HCS”.

If you do not accept these terms, please do not use this Website. Using the Website implies that you accept these terms. We do occasionally update these terms so please refer back to them again in the future.

### 1. SITE ACCESS

1.1 You will be able to access the majority of this Website without having to register any details with us. However, particular areas of this Website will only be accessible only if you completed the registration.

### 2. USE OF WEBSITE

2.1 You are permitted to use this website for your own purposes and to print and download material from this Website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

2.2 The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior consent.

2.3 Subject to paragraph 2.1, no part of this Website may be reproduced without our prior written permission.

### 3. SITE UPTIME

3.1 We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and technical issues. Therefore we will not be liable if this website is unavailable at any time.

3.2 This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

### 4. VISITOR CONDUCT

4.1 With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

4.2 When using this website you shall not post or send to or from this Website any material:

- (a) for which you have not obtained all necessary consent;
- (b) that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the laws of Singapore;
- (c) which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

4.3 We will fully co-operate with any law enforcement authority or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of Paragraph 4.2.

### 5. LINKS TO AND FROM OTHER WEBSITES

5.1 HCS may provide links to other sites (Linked Sites) that may be of relevance and interest to users. HCS has no control over, and is not responsible for the content on the Linked Sites or for any damage you may incur from the Linked Sites (including any virus, spyware, malware, worms, errors or damaging material contained in the Linked Sites) or the availability of any content on the Linked Sites, and you hereby irrevocably waive any claim against us with respect to the Linked Sites.



## 6. DISCLAIMER

6.1 While we make every effort to ensure that all HCS Content displayed on the Site is accurate and complete, we provide the HCS Content for purposes of information and do not guarantee the correctness or completeness of material on this Website. We may make changes to the material on this Website at any time and without notice. The material on this Website may be out of date, or on rare occasions incorrect and we make no commitment to ensure that such material is correct or up to date.

6.2 The material at this Website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this Website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this Website.

## 7. EXCLUSION OF LIABILITY

7.1 Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our Website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.

7.2 Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the Singapore Law.

## 8. INDEMNITY

8.1 You agree to indemnify and hold HCS, and its affiliates, partners, and employees, harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

8.2 any use of the Site or any Service;

8.3 your connection to the Site;

8.4 your breach of any terms and conditions of these Website Conditions;

8.5 your violation of any rights of another person or entity; or your breach of any statutory requirement, duty or law.

## 9. GOVERNING LAW & JURISDICTION

9.1 These Website Conditions and all matters relating to your access to, or use of, this Site and the Services shall be governed by and construed in accordance with the laws of Singapore including without limitation the provisions of the Singapore Evidence Act (Chapter 97) and the Electronic Transactions Act (Cap. 88), without giving effect to any principles of conflicts of law.

9.2 You hereby agree to submit to the non-exclusive jurisdiction of the Singapore courts.

## 10. OUR DETAILS

Company Registration No: 200903531C

11 Eunos Road 8, #05-01, Lifelong Learning Institute

Singapore 408601

Tel: +(65) 6423 0388

Email: [enquiry@hcs.com.sg](mailto:enquiry@hcs.com.sg)

